

AGENCY AGREEMENT

AGREEMENT BETWEEN THE MANUFACTURER AND THE AGENT

MANUFACTURER

Signed:.....

Chris Doscher, President

Print:.....Chris Doscher

4/28/19

For and on behalf of...Hudson Yacht & Marine.....

Address:

Jujiang Village Shijing, Nan'an Quanzhou Fujian Province, 362343,
China.....

In the presence of the witness below

Signed:.....

Mary Batakis

Print:.....

MARY BATAKIS

AGENT

Signed:.....

W. Scott Rocknak

4/28/19

Print: ...W. Scott Rocknak.....

In the presence of the witness below

Signed:.....

Mary Batakis

Print:.....

MARY BATAKIS

1 This agreement is datedDate April 28th 2019 and will be renewed every two years

1. And is between **Hudson Yacht-Marine** (the Manufacturer), a company incorporated under the laws ofTaiwan.....and ...W. Scott Rocknak.....(the Agent) Via ...Rocknak, LLC a company incorporated under the laws of United States of America

2. Objective of this document

To describe a distribution relationship for the products of the Manufacturer based on the geographic territory with the definitions and standards laid out in this agreement.

3 Territory

3.1 The territory is and or client name is: Open Territory.

2. At this moment there is no exclusive territory and the agent wishing to sell to customers needs to submit the customer name and its country for approval to Hudson Yacht Group. The Manufacturer has the right to sell into this territory directly. Any sub agent appointed must be approved and submit any announcement of such to HYM for approval.

3. The manufacturer will at all times respect the agent and his territory and will only sell into this territory with its pre-established clients.

4. Once the agent has an established sales record the agent may request exclusivity for his territory.

4. Duties

1. Sale of New Craft

1.1. The Agent is granted the right to sell the following Manufacturer's products, as Agent for the Manufacturer.

- OC50
- OC56
- HH50
- HH55
- HH66
- HPC48
- HPC52

New products may be added to the list above as the Manufacturers product range expands subsequent to written confirmation to the Agent from the Manufacturer.

Pricing Policy

The Manufacturer will publish a Retail Price list in ...USD..

4.2 Sales Activities

- 4.2.1 The Agent will compile and maintain a database of clients who have expressed an interest in purchasing a new or pre-owned Hudson Yacht Marine Vessel. The Agent will submit this information on a monthly basis in a format designated by the Manufacturer.
- 4.2.2 All Sales leads will be registered immediately with the Manufacturer.
- 4.2.3 The Manufacturer will compile and maintain a database of the clients who have contacted HYM directly. These contacts will immediately be communicated to the Agent for his proper "follow up".
- 4.2.4 "Follow up" is agreed to (but not limited to) Introduction of the customer. Discussion of design and specifications, yard visit, preparation and consummation of sales agreements (including financing), customer management during build, and through sea trials, delivery (including coordination the closing, handling of funds, documentation, and insurance) and hand over.
- 4.2.5 The Agent shall attend one International Boat Show that Hudson Yacht Marine Sponsored within their geographic territory at their own associated costs.
- 4.2.6 Agent is encouraged to promote Hudson Yacht Marine Product through their website and social media, etc. Marketing material will be approved by HYM that the agent or sub agent intends to promote.
- 4.2.7 Agent will assist with initial warranty claims by the client however HYM will be responsible for all initial warranty claims by the client. Agent will then coordinate with HYM all associated claim activities.

5 Commission Schedules

- 5.1.1 The following are the commission levels that the Agent will receive based on the current price list of the Manufacturers products (ex VAT) with the full participation:
 - HH catamarans 50, 55 and 66 will be 6%.
 - HH catamarans 77 and 88 will be 2 %.
 - HPCC48 and HPCC 56 will be 10 %
 - OC series 50,56 will be 8%
- 5.1.2 Rate of commission includes all options at contract signing. Variation orders after signing will not include commission..
- 5.1.3 Lead generation from International Boat Shows sponsored by Hudson Yacht Marine, then the commission is 3 %. If Agent is present at International Boat Show then commission is as shown in

5.1.1. If Lead contacts Agent before Lead information given to Agent then commission is as shown in 5.1.1.

6 Payment of Products and commissions

6.1 All monies for the construction of a new yacht shall be paid directly to the Manufacturer by the client. Upon the receipt of the deposit for the build of a craft, the Manufacturer will issue an acknowledgement of that order together with confirmation of the build number and delivery slot.

6.2 The Agent is authorized to invoice the Manufacturer the amount of the commission due from all monies paid at the delivery of the catamaran. The Manufacturer will pay the invoice of the Agent within 15 days from the date of receiving the money from the client. During the construction period the broker is able to invoice a part of the commission each time an installment is paid by the customer. The agent has running expenses that need to covered.

7 Termination

7.1 The Manufacturer reserves the right to not renew the agreement. Upon this occasion, all master documents and promotional material must be returned by the date specified by the Manufacturer and trading, advertising and promotion under the Manufacturer logo and the name of the Manufacturer will cease immediately. The Manufacturer will confirm its intention in writing 30 days prior to the end of the initial period or of any period thereafter.

The Manufacturer also reserves the right to terminate this agreement without prior notice if the Agent is found to be in breach of this agreement.

7.2 The Agent may terminate this agreement having given to the Manufacturer 30 days notice, within the specified agreement term, in writing of its wish to do so. The Agent agrees all master documents and promotional material must be returned by the date specified by the Manufacturer and trading, advertising and promotion under the Manufacturer logo and the name of the Manufacturer will cease immediately.